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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/689,841	10/13/2000	James R. Lavoie	05954.0063-00000	6663

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EXAMINER

ENATSKY, AARON L

ART UNIT	PAPER NUMBER
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3713

DATE MAILED: 06/27/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/689,841

Applicant(s)

LAVOIE ET AL.

Examiner

Aaron L Enatsky

Art Unit

3713

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 08 April 2003.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-36 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-36 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449) Paper No(s) 15.
- 4) ☐ Interview Summary (PTO-413) Paper No(s). _____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other:

DETAILED ACTION

Receipt of Amendment

Examiner acknowledges receipt of amendment on 4/8/03. The arguments set forth in the response are addressed herein below.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claim 1-36 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Applicant has amended claims to recite that results of at least one wager are sent to a second client terminal during game play. Such a requirement is ambiguous in view of the first requirement to transmit wager results to a first client terminal. The requirement for a second transmission does not specify whom or what requests the transmittal to a second client terminal, nor indicates if the transmittal is automatic without any prior requests. The claims currently reads as if the transmittal is automatically sent to an unknown second client terminal that is not even associated with a player that might or might not have made the initial wager purchase/request.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-36 are rejected under 35 U.S.C. 103(a) as being unpatentable over Schneier et al. '398 (Hereafter Schneier) in view of Holch et al. '128 (Hereafter, Holch) in further view of Koza et al. '453 (Hereafter, Koza).

Schneier discloses receiving from a first client terminal an agent terminal (AT) or a handheld ticket viewer (HTV) at which a player will make a purchase request for at least one wager from a central management computer (CMC) (5:56-67 and 6:1-7) where the results will be determined and stored in the CMC before game play (9:35-39, 9:57-10:4). Schneier further supports that purchase requests to generate outcome/results and transmission of results to a first client terminal all take place before game play (17:10-18:33, 23:22-24). Schneier also teaches a player can play a game at different times (11:45-50), a player account is debited based on a purchase request or prize winning where it would be inherent that debiting occurs by subtracting purchase amount from an account balance (19:1-21 and 20:40-52), determining an outcome of the purchased wager on the CMC (15:59-67), the outcomes are stored in a database in the CMC (7:39-41). Schneier also discloses that a managing authority can track player related information and store it in a player database (11:51-56), thus it is inherent from this disclosure and the above discussed limitation of player account debiting that during all transactions a player identifier is used and would be received at the first client terminal. Additionally Schneier teaches that communications between the AT/HTV terminals and the CMC can be accomplished through various types of interactive communication networks (6:26-27 and 6:32-41). Schneier does not recite the limitation of sending to a second client terminal the result of at least one wager during game play. However Schneier does not preclude on-line game play, such as receiving results during game play, thru reiterating that the game can be off-line (22:56-60), allowing for games to be played at different times as discussed above, and also teaches that games could be played at

any location (23:15-20). As such Applicants requirement for a second client terminal is viewed as functionally equivalent to allowing game play at a later date on the same machine. Applicant's use of a second terminal to reveal game results during on-line game play serves to define game plays using remaining purchased outcomes at a time designated by a player. Furthermore, it is notoriously well known that cashless gaming methods allows players to establish monetary wagering accounts that can be used at different machines and at different dates and times. Thus, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Schneier to allow game play on a secondary machine such that when at a different location, remaining game plays could be revealed. Koza, in addition to that which is taught by Schneier, describes a remote lottery game system (3:10-35). Koza provides further evidence that it was well known in the art of remote lottery game systems to allow winning values to be determined prior to, during, or after distributing a ticket depending on the type of game employed in the system (5:40-44).

In re claim 2-4 and 13-14, Schneier et al. discloses the above-mentioned limitations and in addition, that a purchase may include a purchase amount of "m" tickets and a denomination value represented through different price points (17:1-9). Likewise, it is inherent through the disclosure that a number of wagers maybe purchased since the gaming system as established, includes a plurality of game and purchase terminals allowing concurrence of multiple separate purchases and game play.

In re claims 5 and 27, Schneier et al. discloses the above-mentioned limitations in addition to a plurality of agent terminals (5:63) that are located on-site at retailers/merchants (6:5-7).

In re claims 11 and 12, Schneier et al. discloses the above-mentioned limitations in addition to a player may communicate messages in response to suitable prompts/menu to purchase wagers/outcomes (10:33-55).

In re claim 19, Schneier et al. teaches that a player can continue game play until player balance is equal to zero (19:16-21 and 20:40-44).

In re claim 20-21 and 24-25, Schneier et al. discloses the above-mentioned AGAM that consists of authentication data including biometric data such as fingerprints (7:48-67).

In re claim 23, Schneier et al. discloses the above-mentioned limitations in addition, it is shown from Fig. 1, a plurality of client terminals are connected to a server and exist for the execution of the gaming system thus described.

In re claim 26, Schneier et al. discloses the above-mentioned limitations in addition to an output device (HTV) in a touch-screen arrangement with player controls to select various game functions (12:8-14). Also disclosed is an embodiment where the AT and CMC are combined into one unit where game/wager purchases will be made through the HTV. In this arrangement it is inherent that a menu be offered including that which will provide a player with game/wager purchase selections.

Response to Arguments

Applicant's arguments with respect to claims 1-36 have been considered but are moot in view of the new ground(s) of rejection.

In regard to the interview and interview summary of paper number 14, Applicant stated that the Examiner and supervisor indicated that pending an updated search, claims would be allowable over cited references if amended to incorporate features described by Applicant's representatives. Examiner disagrees that there was any indication of allowable subject matter.

The substance of the interview was clearly stated in the interview summary, which indicated discussion proposed clarification of the invention and that no agreement was reached.

Immediately following the interview, an interview summary was given to Applicants for review to make any changes, if necessary, to clarify what was discussed.

In regard to Applicant's arguments directed to revealing results to a player without game play, Examiner holds that this is not possible. Where applicant acts as his or her own lexicographer to specifically define a term of a claim contrary to its ordinary meaning, the written description must clearly redefine the claim term and set forth the uncommon definition so as to put one reasonably skilled in the art on notice that the applicant intended to so redefine that claim term. *Process Control Corp. v. HydReclaim Corp.*, 190 F.3d 1350, 1357, 52 USPQ2d 1029, 1033 (Fed. Cir. 1999). The term "without game play" is used by to mean "revealing results without game play", where it is art accepted that game play occurs when results are revealed. Even if the terms can be construed to define revealing results with no game play, Applicants specification was not found to provide any support for this argument. Also note that although applicant's arguments with respect to the claims would require the application of 35 U.S.C. 112, second paragraph, as being indefinite for inconsistent term definition, the claims as currently written are not commensurate in scope with arguments, therefore did not garner a rejection for inconsistent term definition.

Citation of Pertinent Prior Art

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Holch et al. '128 teaches cashless gaming methods allows players to establish monetary wagering accounts that can be used at any machine when selected by a user and also describes the server as determining game outcomes.

Burns et al. '269 teaches the advantages of using cashless gaming systems.

Conclusion

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a).

Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

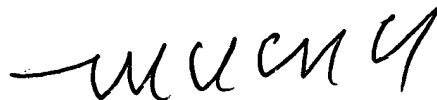
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Aaron L Enatsky whose telephone number is 703-305-3525. The examiner can normally be reached on 8:00 - 4:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Michael O'Neill, Acting S.P.E. can be reached on 703-308-1148. The fax phone numbers for the organization where this application or proceeding is assigned are 703-872-9302 for regular communications and 703-872-9303 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1148.

Aaron Enatsky

June 23, 2003


MICHAEL O'NEILL
PRIMARY EXAMINER